

## TERMS AND CONDITIONS

IN THESE TERMS AND CONDITIONS “YOU” OR “YOUR” MEANS THE PERSON NAMED IN THE CONFIRMATION INVOICE.

“WE” OR “US” MEANS RIBBLE VALLEY HOLIDAY HOMES LIMITED.

PLEASE READ THESE TERMS AND CONDITIONS CAREFULLY BEFORE MAKING YOUR BOOKING.

YOUR CONTRACT WITH US WILL BEGIN WHEN WE ISSUE YOU WITH YOUR CONFIRMATION INVOICE.

YOUR CONTRACT WITH US WILL BE ON THE TERMS SET OUT IN THESE TERMS AND CONDITIONS.

### 1.0 Your Booking

1.1 All bookings are formally confirmed when we issue you with your Booking Confirmation. Your confirmation will set out the accommodation you have booked, the dates of your booking, the total amount payable for your booking and the dates on which payments are due. We will issue you with your confirmation by email or, if requested, by post. VAT invoices are available upon request.

1.2 You, as the person making the booking, will be responsible for all members of your party. You, as the person in charge of your party, must be at least 18 years old at the time of booking.

1.3 Bookings may only be provisionally held at the discretion of the business manager and released after an agreed duration.

### 2.0 Paying for your accommodation

2.1 For bookings made more than 8 weeks in advance you must pay us 25% of the total amount payable for your booking at the time of booking plus a £39 booking fee. We must then receive the balance by the date set out in your confirmation invoice (which will generally be 8 weeks before the start of your stay). Please note the £39 booking fee is non-refundable.

2.2 For bookings made less than 8 weeks in advance, you must pay us the total amount payable for your booking at the time of booking.

2.3 If you do not make any payment by the date it is due, we will send you a reminder by post, by email or by telephone. If you fail to make the relevant payment within 14 days of the date it is due, we will assume that you wish to cancel your booking. If this happens, your booking will immediately be cancelled and the cancellation charges set out in Section 4.2 (“If you want to cancel your booking”) will apply.

### 3.0 Pricing for our accommodation

3.1 We periodically review and amend the prices we charge for our accommodation. For the most up to date pricing information please check our website or call us on 01254 820444. We will confirm the price of your accommodation at the time you make your booking and in your confirmation invoice.

3.2 All prices given by us include VAT. If the VAT rates change, we reserve the right to change our prices accordingly.

3.3 All prices given by us include all charges for water, gas, electricity, broadband and oil. These are subject to fair usage for domestic household use only (not including charging vehicles). Excessive use of water, gas, electricity or broadband will be charged at current rates.

### 4.0 If you want to cancel your booking

4.1 If you wish to cancel a confirmed booking you must let us know by email or in writing as soon as possible. Your booking will be cancelled with effect from the day we receive your email or written notification.

4.2 The closer your cancellation is to the start of your booking, the less likely we are to recover the cost of your booking by re-selling your accommodation. Our cancellation charges therefore increase as your start date

approaches. For the purposes of the table below, the total cost means the total amount payable in relation to your accommodation, as set out in your booking confirmation.

<b>Number of days prior to holiday start date</b>	<b>Cancellation Charge</b>
More than 180 days	£25
180 to 57 days	33% of accommodation charge
56 to 29 days	50% of accommodation charge
28 to 8 days	75% of accommodation charge
8 days or less	100% of accommodation charge

### **5.0 If you want to change your booking**

5.1 If you want to change any detail of your confirmed booking you must let us know by telephone, by email or in writing as soon as possible.

5.2 Whilst we will do our best to accommodate you, we cannot guarantee that we will be able to meet any request for changes. Please note that it is not possible for us to change bookings less than two months before the start date.

5.3 If we do change your booking, you must pay us a charge of £25 to cover the costs we incur in making the change to your booking. You must also pay us any additional rental costs due as a result of the change – we will confirm the amount of any additional rental costs due at the time we change your booking. If your rental costs are lower as a result of the change – we will refund you the difference at the time we change your booking.

### **6.0 If we need to change or cancel your booking**

6.1 We do not expect to have to make changes to your booking, however sometimes problems occur and bookings have to be changed or cancelled. We will only change or cancel your booking if necessary to perform or complete essential remedial or refurbishment works or for other reasons unforeseen at the time you made your booking which are beyond our reasonable control.

6.2 If we do need to change or cancel your booking, we will do our best to offer you a reasonable alternative booking. If we are not able to offer you a reasonable alternative, we will refund you the total amount you have paid us for the booking.

6.3 If we do need to change or cancel your booking under this Section 6, we will only be responsible for foreseeable losses that you suffer as a result of that change or cancellation and we will not be responsible for any unforeseeable losses you suffer as a result of that change or cancellation. A loss is foreseeable if it is an obvious consequence of our change or cancellation of your booking or if it was contemplated by you and us at the time we entered into this contract.

### **7.0 If your booking is unable to go ahead**

7.1 If Government restrictions such as local, regional or national lockdown mean we cannot provide accommodation you will be offered the following options:

- a change of dates (with no amendment fee) to which the difference in price will need to be paid or refunded.
- A voucher for the value of the balance already paid (which will be non-redeemable for cash.)
- A full refund (reasonable costs may be deducted)

7.2 If you or any member of your party become disinclined to travel for any reason, such as, illness (including Coronavirus), a requirement or recommendation to self-isolate or quarantine, shielding, family bereavement or emergency, a call to jury duty, a change in personal or work circumstances, does not give rise to a right to cancel or to receive a refund. You are strongly recommended to take out UK travel insurance to cover these eventualities. If you choose not to take out UK travel insurance, then you accept responsibility for any loss that you may incur.

## **8.0 Visitor standards and behaviour**

8.1 You will be provided with welcome information via email that contains important information about your stay with us. Please ensure that you and your party read the information carefully on or before arrival. You must also ensure that you and your party familiarise yourselves with the layout of the accommodation and the location of the fire exits.

8.2 You must only use the accommodation for the purposes of your holiday and not for any other purpose, including for any business purposes or as a venue. You must not allow the accommodation to be used, for any dangerous, offensive, noisy, illegal or immoral activities. This includes the use of fireworks.

8.3 You must keep the accommodation and its contents clean and tidy and leave them in the same condition as when you arrived.

8.4 Noise, including the playing of music, is not permitted after 11.00pm, particularly out of doors. This is to ensure the peaceful enjoyment of fellow guests, their families and our neighbours.

8.5 Smoking (including e-cigarettes) is not permitted in any part of your accommodation. You and your party must not smoke inside your accommodation. You and your party must not use candles, fireworks or Chinese lanterns at your accommodation.

8.6 If your accommodation has an open fire, stove or wood burner, you must comply with the instructions found in the appliance guide, particularly regarding the appropriate fuel to use for your safety. You and your party must not use a barbecue at your accommodation unless we have provided one or given permission prior to arrival.

8.7 If you want to use the services of a third-party supplier, you must ask and receive written permission to do so. This may include but not limited to, a private chef, beauty treatments, magicians, singers, baby-sitters. We will need proof of the third-party supplier's public liability insurance, and any other related/required certification. We do not accept liability for the activities of third-party suppliers. Third party hot tubs, pools or any inflatables are not permitted.

8.8 Pets (and other animals) are not permitted at any of our properties.

8.9 Please note that if you do not comply with the standards and behaviours set out in this Section 8, we may need to exercise our rights under Section 14 ("Our right to evict").

## **9.0 Maximum occupancy for your accommodation**

9.1 You must ensure that the maximum number of persons occupying the accommodation does not exceed the maximum occupancy limits set out in our brochure and on our website. You must not bring additional camp beds to the accommodation or allow tents, caravans or campervans at the accommodation.

9.2 Infants are permitted to sleep in travel cots which are subject to availability and prior request. The weight limit on the travel cots is 15kg (approximately 3 years old.) Children who are not suitable for the travel cots will be included in occupancy limits.

9.3 We set maximum occupancy limits in line with the facilities and equipment available at the relevant accommodation. Exceeding the maximum occupancy limits can overload facilities and lead to extensive damage. As such, we reserve the right to require you to leave the premises (without any compensation) if you exceed the maximum occupancy limits as described in this Section 9.

9.4 If you wish to hold a party or other celebration at the accommodation that would cause you to exceed the maximum occupancy limit, you must obtain our written permission in advance. We may allow visitors during the day but cannot allow stays overnight.

#### **10.0 Damage to the accommodation or its contents**

10.1 If you discover that anything is missing or damaged on arrival at your accommodation you must notify us immediately. If you do not notify us, we will assume that you caused the relevant damage or loss.

10.2 You will be responsible for the cost of any accidental damage you or your party cause to the property or its contents in excess of the good housekeeping bond we hold.

10.3 You will be responsible for 100% of the cost of any non-accidental damage you or your party cause to the property or its contents. Any loss or damage caused by your failure to meet the requirements set out in these terms and conditions or in your welcome information, will be considered non-accidental damage.

#### **11.0 If you have a problem or complaint**

11.1 We take care to ensure that our accommodation is of a high standard. However, if you have any problems with your accommodation, please contact us immediately and give us the opportunity to resolve it. Please contact us by telephone or by email and we will work with you to ensure that any complaints are investigated and resolved as promptly and efficiently as possible.

11.2 While we aim to keep descriptions and photographs in brochures and on our website accurate, up to date and complete, some of the information contained relates to factors which are beyond our control. On occasion we may not be able to replace items with an identical match, but the replacement will be comparable. Please note, some props seen in photographs are for marketing and promotional purposes only.

11.3 If you have an unresolved complaint at the end of your stay please contact us. In considering any complaint, we will take into account whether we have been given the opportunity to investigate it and put matters right.

11.4 Please note that we will not tolerate any verbal or physical abuse towards any of our staff.

#### **12.0 Hot Tub Safety**

12.1 At all times, it is the responsibility of the lead booker to enforce the rules regarding use of the hot tub. These rules are for health & safety and can be found in your welcome information and appliance guide.

12.2 In the interests of your own health & safety, and that of your party, please ensure you familiarise yourself with these, most particularly if your party is new to hot tub bathing.

12.3 Hot tub facilities must be requested no later than 14 days prior to arrival.

#### **13.0 Our rights of access**

13.1 Our staff or contractors may need to access your accommodation if there is an unforeseen problem, to investigate a complaint you have made, or to perform certain routine property checks. If this happens, we will do our best to let you know in advance of the date and time that we will need access.

13.2 If your stay with us lasts more than seven days, our staff or contractors will need to access the accommodation in order to perform a service check.

13.3 If we do need to access your accommodation for any reason, we will always try to access the property at reasonably convenient times (other than in the event of an emergency).

#### **14.0 Our right to evict**

We may terminate our contract with you and ask you to leave your accommodation immediately (without any compensation being payable) if:

14.1 we consider that you or your party have committed a serious breach of these terms and conditions;

14.2 we consider that your or your party's behaviour endangers the safety of our visitors or staff;

14.3 any complaints are made of anti-social or unacceptable behaviour against you or your party;

14.4 you or your party cause an unreasonable amount of noise, damage to the property or its contents; or

14.5 you exceed the maximum occupancy limit for your accommodation.

#### **15.0 Our liability to you**

15.1 If we fail to comply with these terms, we are responsible for loss or damage you suffer that is foreseeable as a result of our breach of these terms and conditions or our negligence, but we are not responsible for any loss or damage that is not foreseeable. Loss or damage is foreseeable if it is an obvious consequence of our breach or if it was contemplated by you and us at the time we entered into this contract.

15.2 Nothing in these terms and conditions is intended to limit our liability for:

15.3 death or personal injury caused by our negligence;

15.4 fraud or fraudulent misrepresentation on our part;

15.5 any breach of the terms implied by Section 2, 3, 4 and 5 of the Supply of Goods and Services Act 1982; or

15.6 defective products under the Consumer Protection Act 1987.

#### **16.0 Events beyond our control**

16.1 We will not be responsible for any failure to perform our obligations under these terms and conditions that is caused by an event outside our control.

16.2 An event outside our control means any act or event that is beyond our reasonable control, including without limitation: fire, explosion, storm, flood, earthquake, subsidence, pandemic, epidemic or other natural disaster, strikes or industrial action by third parties, terrorist attack or threat of terrorist attack, war or threat of war, civil commotion, riot, invasion, or failure of public or private infrastructure (telecommunications, utilities / networks) and government enforced blackouts and planned power cuts.

#### **17.0 Some practical information for your stay**

17.1 We have provided welcome information and an appliance guide for your safety and convenience. Please familiarise yourself with instructions relating to appliances provided, paying close attention to instructions for use. Particular attention is drawn to your hot tub and the chemicals provided therein. If you have any concerns about potential skin sensitivity, please raise this at the time of your booking.

17.2 Your check-in and departure times will be set out in your confirmation invoice. Normally, check-in is available from 4.00pm on the first day of your stay and departure is required before 10am on the last day of your stay. If you do not leave the accommodation by the required departure time, we reserve the right to charge you a late checkout fee to cover any costs we incur.

17.3 If you leave any of your possessions behind at your accommodation, please contact us as soon as possible. We reserve the right to charge you for any storage, administration and delivery costs that we incur in relation to your lost property. We will hold all lost property for one month, after which it will be disposed of.

17.4 Our properties are located in a rural area and it is important that you and your party do not interrupt or endanger the livelihood or wellbeing of those working or living on the site, in the local village or in the surrounding areas.

17.5 Bats and other wildlife may be present at some of our properties. Any disturbance caused by wildlife should be reported to us immediately and reasonable steps will then be taken to assist. Please remember that bats are a protected species and it is illegal to interfere with them or their habitat.



## **18.0 Data Protection**

18.1 We may communicate with you from time to time about our work. We will tell you how we do this on our website.

18.2 If you wish to alter the way we communicate to you at any time you can write to the address given on our website, send an e-mail to [info@ribblevalleyholidayhomes.co.uk](mailto:info@ribblevalleyholidayhomes.co.uk) or telephone 01254 820444.

## **19.0 Governing Law**

19.1 These terms and conditions are governed by English law. You and we both agree to submit to the non-exclusive jurisdiction of the English courts.

## **20.0 Discounts and offers**

20.1 Discounts are only valid on new bookings and therefore the offer cannot be applied after a booking has been made.

20.2 Discounts cannot be combined with any other offers or discount.

20.3 Discounts can only be used against the value of the holiday accommodation and cannot be applied to extras such as additional consumables and logs.

## **21.0 Gift Vouchers**

21.1 The voucher is valid until stated from the date of issue and can be redeemed on any of our cottages. The voucher is non-refundable and cannot be exchanged for cash in part or full.

21.2 We retain the right to reject any voucher that appears to have been tampered with or found in any way unacceptable.

**Ribble Valley Holiday Homes Ltd. reserves the right to change the terms and conditions of any offer at any time without prior notice by amending these online.**

**Our Standard booking terms and conditions apply on all bookings**